

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   41</b>	
2. AMENDMENT/MODIFICATION NO. <b>0004</b>		3. EFFECTIVE DATE <b>31-Jan-2006</b>		4. REQUISITION/PURCHASE REQ. NO. REMED-05-HAI01		5. PROJECT NO.(If applicable)	
6. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA BOX 5-525, BLDG 600, RM B242 FORT RICHARDSON AK 99505-0525		CODE <b>W912CZ</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912CZ-06-R-0005	
				X		9B. DATED (SEE ITEM 11) 15-Dec-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation No. W912CZ-06-R-0005 is hereby amended to provide questions and answers on the solicitation. The solicitation is also amended to make a correction to the Proposal Instructions, Subfactor 2A: the second item, "Demonstrate corporate experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead." is hereby deleted; this is a duplication of the previous item. Additionally, Appendix A in the PWS, and the List of Exhibits are revised to include an additional document available on the DPW Environmental website (see attached).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		31-Jan-2006	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

QUESTIONS AND ANSWERS

**Questions – Solicitation No. W912CZ-06-R-0005, Haines-Fairbanks Pipeline,  
Performance-Based Contract**

1. Will you be providing a list of prospective bidders?

**Answer: Because this is a Request for Proposal and not an Invitation for Bid, there is no "Bidder's List".**

2. If we submitted Past Performance Questionnaires for the original solicitation (due October 24, 2005), is it necessary to arrange for the respondents to reply again?

**Answer: Yes. This is a stand-alone solicitation.**

3. The solicitation states the Army will perform an initial review of drafts in 10 days and that once comments are addressed, the Army will review drafts again before submission to ADEC. How long is the second draft review period? Will comments again be addressed in the draft before the document goes to ADEC?

**Answer: The COR's initial draft document review is to ensure the Army accepts the overall approach in the document prior to sending to ADEC. If the Army accepts the approach, it will be forwarded to ADEC without a return to the Contractor. Therefore, no second draft review period is required unless the COR returns the "initial draft" for correcting the overall approach. If a second draft review period is required, that would only add 10 additional days to the review process.**

4. Section 5.1 states that a site meet will be performed after receipt of each status report. What is the definition of status report in this context.

**Answer: The status report should include a current schedule, progress on each task made since last status report, changes to any milestones, and a summary of any issues, problems or questions encountered. This would generally be provided on a monthly basis with interim billing. It would be normal to provide the Army with monthly status reports which summarize project activities, schedules, and budgets, but this does not appear to be a status report which requires a site meet. While a face-to-face meeting should generally not be required, a teleconference is required with a billing report for clarifications and general site discussion.**

5. Can periods of performance for individual CLINs be extended? For example, if a task identified under CLIN 0001 is not completed before March 29, 2007, can the period of performance be extended until completion of that task?

**Answer: The period of performance for the individual tasks will be identified when that task is awarded. Extensions will be on a case-by-case basis.**

6. We interpret the FY 2004 Installation Action Plan to indicate that HNS-07 through HNS-22 are still active sites and have been combined under HNS-01. We assume the reference to NFA or response complete for these sites in the FY 2004 IAP is simply an administrative process necessary to move them to HNS-01. Is this correct, or have these sites really achieved an NFA determination?

**Answer: The sites were rolled into HNS-001 so the site could be looked at holistically rather than in pieces. HNS-05 and 06 were transferred to FUDS and are considered no further action for the Army or under this solicitation. The other sites which include HNS-07 and 08, as well as HNS-11 through HNS-22 (the tanks) should be considered part of HNS-001, as well as other sites identified in the available reports.**

7. The Past Performance Questionnaire does not appear to have been provided with the solicitation or the amendment. I am assuming we need to provide a minimum of three new ones for this solicitation.

**Answer: See Amendment No. 0002. Yes, a minimum of three past performance questionnaires are required for each firm, as stated in Subfactor 2C of the Proposal Instructions.**

8. Are the Bid Schedule and Pricing Worksheet considered part of the 30 page limit for the Cost Proposal?

**Answer: No.**

9. What is the Army's plan for future land use at the Haines Fuel Terminal, Pipeline Sites, Sears Creek Terminal, and Tok Fuel Terminal.

**Answer: Contractor should assume that for the term of this contract, industrial use will continue**

10. Will the Army ultimately transfer the land to BLM or GSA?

**Answer: No transfer is scheduled to occur at this time.**

11. If the land is not anticipated to be transferred to BLM or GSA, who is the anticipated recipient?

**Answer: N/A**

12. When (month and year) will the Contractor be notified that each option year is funded and awarded?

**Answer: Government cannot guarantee options will be exercised; however, if an option is going to be awarded, it will be at some point within the year that it is under, i.e., CLIN 0001 options would be awarded within the first year of the contract, CLIN 0002 options would be awarded within the second year of the contract, etc.**

13. We understand the Army assumes that risk-based cleanup levels for Industrial land use are appropriate at the site, but the ADEC considers the future land use as Residential. Will the Army agree to risk-based cleanup levels for Residential land use at the site?

**Answer: The Contractor should assume that for the duration of this contract, industrial use is appropriate. However, if Contractor can demonstrate how residential standards could be achieved within the term of this contract for any of the four sites (HNS-001, 002, 003 or 004), proposal should reflect the same.**

14. Which Sub-sites at the Haines Fuel Terminal does the Army feel can be administratively closed (environmental closure with ADEC) that haven't been closed yet (waiting on the paperwork)?

**Answer: Tanani Burn Pit, Goo Pit, and Lutak Burn Pit.**

15. Will you change the scope to make the Performance Objective for Haines Fuel Terminal include only the delivery of final decision documents in 3 years rather than 5 years and not require RIP at each of the known & suspected sites?? The primary advantage to the Army is that this approach would control the risk for the Army and contractor. Since the Army will sign the Decision documents the Army is assured of getting a remedial approach that is suitable to them.

**Answer: NO**

16. Is there or has there been a pre-bid conference (site visit) etc?

**Answer: The site visit occurred 9 and 11 January 2006.**

Is there any access to any background documents that may assist in evaluating what is necessary to do this?

**Answer: See Attachment A of the PWS in the solicitation.**

17. Is cleanup cost cap insurance a preferred or required part of this contract?

**Answer: It is not asked for or required—No.**

18. Has the 2003 Interim Final CLOSES Evaluation for the Haines Fuel Terminal (HFT) prepared by CH2M HILL been finalized yet? And if so, where may a copy be obtained?

**Answer: No, it has not been finalized, and will not be available for purposes of this solicitation .**

19. Is there a formal decision document, signed by the Army and ADEC, that specifies the HFT Remedial Action Objectives, Contaminants of Concern and Remedial Objectives? If so, please identify the document and indicate where a copy may be obtained.

**Answer: No document exists. We cleanup to state regulations.**

20. Please identify any documents that provide source characterization or evaluation work completed in the Administrative Area or around the valve pit at the southern end of the HFT.

**Answer:** The additional documentation will be posted to the web ( <http://www.usarak.army.mil/dpw/> ) no later than Wednesday, February 1, 2006. An additional document entitled, DRAFT Remedial Action Report, Phase 1, 2002 Field Season, and Phase 2, 2003 Field Season, dated March 2005, by BNC International, Inc., will be posted on the web site by Wednesday, 1 February. Because this is only a draft document, only the text portion is included. No appendices or drawings are attached. However, the text portion gives a good example of what sampling was conducted where during the demolition projects.

21. What is the defined boundary of the HFT Site?

**Answer:** The areas to be considered are as shown in the OM&M Manual dated Feb 04, one of the Technical Exhibits listed on the DPW Environmental web site (<http://www.usarak.army.mil/dpw/>) The boundary does include the land area to the water even though it is outside the fence lines.

22. What does the government envision or hold as a goal for the end use of the property at the HFT?

**Answer:** For the duration of this contract, industrial use.

23. Which land use designation prevails at the HFT: The ADEC considers the land use designation as residential /commercial, however the Army considers the site to be industrial. Please clarify end use designation.

**Answer:** See #22 above.

24. How will the widening or straightening of the roadway adjacent to the HFT impact the project?

**Answer:** It is unknown but any impacts will be handled by the Department of Transportation per an agreement with the Army.

25. Will site control be the responsibility of the contractor at all four sites regardless of whether the contractor is actually on site during the 5 year contract period?

**Answer:** HNS-002, 003 and 004 work is only for three year maximum and therefore site responsibility would lend at the expiration of the contract. HNS-001 is work five years. However, if the contractor has reached the Army objectives of the contract prior to the expiration of the three/five year period, and all contract obligations met, responsibility would be considered relinquished at that time.

26. Is power, septic, and water currently available at Haines Fuel Terminal and is it maintained year round?

**Answer: Only electricity and a phone line are maintained at the Terminal.**

27. Have all known underground storage tanks been removed from all four sites?

**Answer: Yes.**

28. Have all known landfills on all four sites been previously closed and if not which ones will require closure under this contract?

**Answer: None will require closure.**

29. Is it permissible to establish a satellite waste tracking station or 90 day yard at the site to control hazardous wastes while determining disposal?

**Answer: Yes**

30. Will costs associated with collecting and analyzing third party QA samples required for confirmation / closure of a site (not as part of routine sampling) be the responsibility of the contractor?

**Answer: Yes.**

31. Are the seeps located on the beach adjacent to the HFT site still considered a subsistence gathering area?

**Answer: Yes.**

32. Are there known cultural or historical aspects to any of the four sites that will require special attention?

**Answer: No known sites identified at this time.**

33. In researching data from some of the bedrock monitoring wells located at the HFT site it is clear that some contamination exists in the bedrock aquifer, which from all indications of previous investigations is in direct communication with the confined aquifer. Yet ADEC documents state that the confined aquifer below the confining unit has not been impacted. Please [address], to the best of the Government's knowledge whether the confined aquifer has been impacted by previous site activities.

**Answer: Current data indicate that the confined aquifer has not been significantly impacted.**

34. There is no mention or reference in the solicitation as to an agreement between ADEC and the Army on operation of the sparging system at the HFT site. Does a two party agreement (or similar document) exist on the required operation of the sparge curtain and if so where can a copy of it be obtained?

**Answer: No agreement exists.**

35. Previous investigations have not addressed all of the known source areas on the HFT site. The contractor requests that the Army supply a list of additional known source areas that may have been identified during the last two years.

**Answer: See #6 above.**

36. There is a water supply well located at the Sears Creek terminal. Can you please tell us what the water level is in that well?

**Answer: Unknown. That well has not been sampled to date.**

37. Page 5, Table 1 Information in row 4 of the table contradicts with the information in row 1. Specifically in row 4 work is required at HNS - 02, HNS - 03, and HNS - 04 for the duration of the contract whereas in 1 row it states that no work beyond the final DD is included for these sites. Please clarify this requirement.

**Answer: Contractor must perform whatever work is necessary to reach a Decision Document. However, contractor should NOT include in their proposal, costs beyond the length of the task (1 March 2009).**

38. Page 7. Technical approach in the proposal and outlined for action in the draft PMP should clearly explain how contractor determined the approach would be most feasible and advantageous to reach performance objectives. We can provide a demonstration of the logic used to develop our approach, however, the determination of most feasible and advantageous approach to reaching performance objectives is the scope of work and cannot be accomplished without the RI/FS process which we are proposing on here.

**Answer: Explain the logic for the approach taken to reach the performance goal. Professional judgment based on experience, etc., can be expanded to state why a specific approach was chosen.**

39. Page 10, Section 3.11. Do quarterly meetings include the two RAB meetings in Haines? Solicitation states on page 11.3.11, that the two meetings in Haines with the Army, COR and Regulator will be in conjunction with the semi annual RAB meetings. Are there 4 or 6 meetings required under Section 3.11?

**Answer: Section 3.11 refers to the Army's general expectation that there will be 4 mtgs. In general, meetings conducted in Haines will be held at the same time as the RAB.**

40. Page 11, Section 4.0. What does plant refer to?

**Answer: Plant refers to any facilities that might be required to meet the performance objectives.**

41. Page 13, Section 5.1. Are these meetings to be held at Fort Richardson. If not where will they be held? How many meetings are included here? Are these meetings coincident with milestone presentations identified in Section 3.4, or are they additional meetings?

**Answer: Meetings will be held at Fort Richardson or Anchorage. See #4 above; there are additional meetings as set forth in #4 above.**

42. Page 13, Section 5.3. What are the signage specifications for the Sears Creek Station (size, spacing, colors, etc.)? What are the required fencing specifications, i.e., type, height, and total linear footage.

**Answer: Standard six foot high chain link fence with a 12 foot gate for access. Fence will enclose all of the facilities (buildings and other aboveground structures and equipment). It is the contractor's responsibility to estimate the linear footage.**

43. Page 14, Section 5.7. Should reference to paragraphs (c) and (d) read paragraphs (3) and (4) of Section 5.7?

**Answer: YES.**

44. Attachment C, Page 24. Under DD, does NCP refer to National (Oil and Hazardous Substances Pollution) Contingency Plan?

**Answer: YES.**

45. Page 92, Proposal Instructions 2(A)(3). In the proposal instructions, it states: "The technical proposal shall include the information concerning the experience the offeror has had in the performance of Government or other contracts for similar services of the variety and magnitude set forth in this solicitation. The information should include data as to the scope of work required under such contracts, the term of said contracts, number and types of personnel furnished, the procuring agencies contracted with, contract numbers, and any other applicable information." Information on previous experience under similar contracts and specific contract information as stated above is also asked for in VOLUME 2: PAST PERFORMANCE/PAST EXPERIENCE in Subfactor 2A and Subfactor 2C. Do you want the information presented in both volumes? If yes, are you asking for the same information in both volumes? Do you want the information presented in VOLUME II only?

**Answer: No. The offeror should follow the proposal submittal instructions as given.**

46. Page 94, Proposal Instructions 2(B). VOLUME 2: PAST PERFORMANCE/PAST EXPERIENCE PROPOSAL, under Subfactor 2A, it states: "Demonstrate corporate experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead. Demonstrate corporate experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead." The second sentence is a repeat of the first sentence. Should the second sentence be something similar to the first item under Subfactor 2B? "Demonstrate personnel experience with, and qualifications to perform, project management; quality assurance and control; health and safety oversight; site assessment and remediation; and site monitoring and closeout."

**Answer: The second criteria under Subfactor 2A should be deleted – it is a duplicate, see Amendment No. 0004**



## SUMMARY OF CHANGES

### SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

#### 1.0 Introduction

The Contractor shall fully execute the Firm Fixed Price Remediation (FFPR) approach under a Performance-Based Contract (PBC) by: conducting required environmental restoration services for which the United States Department of the Army (the "Army") is statutorily responsible; addressing any and all known as well as unforeseen environmental<sup>1</sup>, scheduling, and regulatory issues; and, assuming contractual liability and requirements to achieve the performance objectives for the cleanup sites at Haines-Fairbanks Pipeline (the "Installation"<sup>2</sup>) identified in this Performance Work Statement (PWS), including any sites with off-installation contamination for which the Army is responsible.

The Contractor must have the capability and experience to perform, or provide, a wide range of investigative and remediation services required for hazardous substance and waste sites.<sup>3</sup> Work can include site investigation, site characterization, evaluation of remedial alternatives, remedial action (operations) and long-term management.

The Contractor shall comply with all applicable federal, state and local laws and regulations and to fulfill the performance objectives of this PWS in a manner that is consistent with any applicable orders or permits, all existing and future cleanup agreements or guidance for the Installation, and relevant Department of Defense (DoD) and Army policy<sup>4</sup>, for the duration of the contract.

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<sup>1</sup> "Unforeseen environmental issues" include unknown and/or varied concentrations of contaminants at cleanup sites (off-installation areas included) identified in this PWS, but not unknown sites (e.g., sites not identified in this PWS).

<sup>2</sup> Haines-Fairbanks Pipeline encompasses four separate locations: HNS-01 (Tank farm); HNS-02 (Pipeline), HNS-03, (Sears Creek), and HNS-04 (Tok Fuel Terminal). Descriptions of these four sites are provided in Section 6.0. For purposes of this PWS, the "Installation" refers to all four sites collectively.

<sup>3</sup> Under this PWS the Contractor will not perform munitions and explosives of concern (MEC) work; however, the Contractor should be familiar with and be able to recognize MEC and then notify the Army of potential condition.

<sup>4</sup> Including installation-specific SOPs and other Army guidance and pamphlets.

The Contractor must perform all the necessary environmental remediation work as required to meet the performance objectives of this PWS. The Contractor is encouraged to seek new ways and innovative technologies to achieve performance objectives. The U.S. Environmental Protection Agency has not listed any of the four Haines Fairbanks Pipeline sites on the National Priorities List (NPL), however EPA has completed hazard ranking packages on Tok Terminal and Haines Terminal. The Army is currently conducting remediation pursuant to CERCLA guidance, with consideration also to Alaska Administrative Code (AAC), Title 18 (Environmental Conservation), Chapters 75 and 78 (Oil and Other Hazardous Substances Pollution Control and Underground Storage Tanks) requirements, with regulatory coordination, as appropriate, of the Alaska Department of Environmental Conservation (ADEC), and the Army Defense Environmental Restoration Program Management Guidance for Active Installations, November 2004.

## 2.0 Performance Objectives and Standards

The performance objectives and standards for this PWS are outlined in Table 1.

<i>Table 1: Performance Requirements Summary.</i>	
<b>Performance Objective</b>	<b>Performance Standards</b>
<p>Conduct remedial investigations and feasibility studies (RI/FS), and finalize Decision Documents (DDs) for the following sites by 1 March 2009<sup>5</sup>:</p> <ul style="list-style-type: none"> <li>• HNS-02: Haines Pipeline Investigation</li> <li>• HNS-03: Sears Creek Station</li> <li>• HNS-04: TOK Terminal</li> </ul> <p>Bidder shall not include any work beyond finalizing the DD.</p>	<p>Army approval through Contracting Officer's Representative (COR) and Regulator approval (<i>e.g., approval of RIFS and final Decision Documents with appropriate Army and regulatory signatures</i>). This process ensures that documents meet all regulatory requirements and sets forth facts and intents in a manner acceptable by the Army technical reviewers.</p>
<p>Achieve Remedy in Place (RIP) and complete a DD for the following site by 1 March 2011:</p> <ul style="list-style-type: none"> <li>• HNS-01: Haines Terminal</li> </ul> <p>This task includes development of new cleanup strategies, modification and/or optimization of existing cleanup strategies, and implementation of an exit or ramp-down strategy for remedial action operations at this site.</p> <p>All known and potential source areas at HNS-01 must be investigated and a cleanup strategy implemented in order to achieve RIP. The Contractor is encouraged to achieve Response Complete (RC) for individual source areas associated with HNS-01. Known and potential source areas are identified in Section 6.2 of this PWS.</p> <p>If RC is achieved, perform any necessary Long-Term Management (LTM) at the site for the duration of the contract. LTM includes development and implementation (or modification of existing strategies, as appropriate) of an exit or ramp-down strategy for LTM activities at the site.</p>	<p>Army approval and Regulator approval or concurrence through COR (<i>e.g., approval of annual RA(O) reports; approval of RA(O) exit or ramp down strategy; receipt of documentation confirming RIP/RC; approval of annual LTM reports; approval of LTM exit or ramp down strategy</i>).</p> <p>Compliance with existing CLOSES (see Appendix C) requirements.</p> <p>This process ensures that documents meet all regulatory requirements and sets forth facts and intents in a manner acceptable to the COR. This process also ensures that progress is being made toward cleanup goals or recommendations on how to improve system efficiency to reach cleanup goals sooner are included.</p>
<p>Complete all regulatory-required (regulating agencies are identified in Table 2) remedy reviews for HNS-01, HNS-002, HNS-003 and HNS-004, for the duration of the contract.</p> <p>Correct any deficiencies noted in the regulatory-required remedy reviews. The COR will specify in writing, the time period for correction of each deficiency.</p>	<p>Army approval and Regulator approval or concurrence through COR (<i>e.g., formal documentation accepting the reviews and any corrections</i>). This process ensures that documents meet all regulatory requirements and sets forth facts and intents in a manner acceptable to the COR.</p>

<sup>5</sup> The current status of the remediation efforts for each site can be found in Section 6.0: Installation and Site Information. Additional documentation is provided with the Request for Quotation (RFQ) package.

Contractor will attain RC<sup>6</sup> upon the finalization of appropriate written documentation certifying that site remediation has met identified response objectives and no further action is necessary, subject to any requirement for LTM. Prospective Contractors should note that if RA(O), LTM, and/or a regulatory-required remedy review are necessary as a result of the Contractor's remediation activities at a site, the Contractor will be required to complete the following:

- Perform the required RA(O) and/or LTM at that site for the duration of the contract.
- Conduct any regulatory-required remedy reviews required at that site for the duration of the contract.
- Correct any problems and/or deficiencies noted during RA(O), LTM or within a CERCLA 121(c) review consistent with Federal Acquisition Regulation (FAR) 52.212-4, Para (a). The Army and State have agreed to the CERCLA process for addressing these sites for cleanup. Regulatory-required remedy reviews conducted during the duration of the contract constitute a Government Inspection of Services, consistent with FAR 52.212-4, Para (a). Remedy deficiencies noted during RA(O), LTM or within a regulatory-required remedy review are defects in the Contractor's performance empowering the Government to exercise its rights under FAR 52.212-4, Para (a). If re-performance is required to correct the problems and deficiencies noted during RA(O), LTM or within a regulatory-required remedy review, the Contractor will be required to modify the existing remedy, implement a contingent remedy, modify the monitoring parameters and/or frequency, or take other activities deemed necessary to correct the deficiencies. The time period for each corrective action will be specified in writing by the COR. Corrective action must be certified and approved consistent with Section 5.1 below. If the Contractor is conducting RA(O) or LTM, or completing a regulatory-required remedy review, on a remedy that they did not implement or modify (i.e. an on-going pump and treat system inherited as part of the PBC scope), correction of substantive remedy deficiencies noted during RA(O), LTM or within a regulatory-required remedy review which may require modification of that remedy are considered outside the scope of this contract effort.

There may be multiple milestones and/or deliverables for each performance objective (see Section 3.4 and Section 7.0). Army will base interim payments on successful completion of the milestones. Final decisions regarding the adequacy of milestone and deliverable completion resides with the Installation's COR (see Section 5.1), with appropriate acceptance and approval of necessary site remediation documentation by regulators, consistent with applicable State and Federal regulations. For the duration of the contract, the contractor will be required to correct remedy deficiencies noted by RA(O), LTM and regulatory-required remedy reviews.

### **3.0 Project Management**

The PBC approach requires careful coordination between the Contractor and the Army concerning all project activities to ensure that all stakeholders, as defined in Section 3.12, are kept informed of the project status, existing or potential problems, and any changes required to prudently manage the project and meet the needs of the project stakeholders and decision-makers. The Contractor will perform the following project management activities:

#### **3.1 Project Management Plan**

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<sup>6</sup> Remedy in Place, Remedial Action (Operations), Response Complete and Long-Term Management are terms used for the Defense Environmental Restoration Program. These terms are defined in Attachment C.

The Contractor will develop and maintain a detailed Project Management Plan (PMP). The PMP, based on the schedule prepared as part of the Contractor proposal, will specify the schedule, technical approach, and resources required for the planning, execution, and completion of all of the performance objectives. The first draft of the PMP will be due within thirty (30) days of contract award. An outline of a draft PMP will be part of the offeror's proposal submittal. The technical approach in the proposal and outlined for action in the draft PMP should clearly explain how Contractor determined the approach would be most feasible and advantageous to reach performance objectives. The draft PMP and subsequent revisions will be subject to Army review and approval through the COR. The final PMP will be due within 30 days of comments received from the COR.

As part of the PMP, the Contractor will develop and maintain a "resource-loaded schedule" (including current RA(O)/LTM schedules for HNS-001), which is a schedule that includes the technical approach and outlines the due dates and cost expenditure percentages for all milestones, personnel support, and payable deliverables. A payment plan will be included with the schedule that may allow for interim payments to the Contractor based on successful completion of interim milestones proposed by the Contractor. It is the Army's intent to make all payments after verification of progress in accordance with this schedule. Unless otherwise noted in Table 1, Contractor must complete all performance objectives within the allowable contract period of performance, provided Army exercises all contract options. The Contractor will need to take into account the existing or future schedules developed under all applicable State and Federal regulations. The Contractor will also need to coordinate activities with the COR to ensure that the proposed project schedule does not conflict with other contractor activities on site, or interrupt Installation mission activities.

As part of the PMP, the Contractor will identify and implement a means for providing project status reports to the COR. The PMP will address the frequency and content of status reports.

The Contractor will update the PMP to reflect progress towards achievement of the performance objectives and delineate proposed actions to accomplish future project milestones.

### *3.2 Additional Site Plans*

**Prior to beginning any field work the Contractor shall prepare all required plans or documents (e.g., sampling and analysis plans, quality assurance project plan, waste minimization plans, investigation derived waste plan (i.e., for soil cuttings, water, etc.) health and safety plans) or modify existing plans, consistent with any documented agreements, orders, or regulations that apply to the Installation and sites. These plans and documents will be subject to Army review and approval through the COR.**

### *3.3 Quality Management*

The Contractor must ensure that the quality of all work performed or produced under this contract meets Army approval, through the COR. Quality control/assurance plans must

be prepared (or modified from existing plans) and approved by the COR prior to performance of physical work.

Since the Contractor will develop the technical approach for this PBC, the Contractor shall also develop a strategy for Army Quality Assurance (QA) and submit QA with the PMP. The QA strategy shall highlight key quality control activities or events that the COR will use to determine when Army (COR or Contracting Officer (KO) inspections can be conducted to assess progress toward milestones. Contractor will appropriately code in the project schedule all activities identified in the QA strategy to allow for planning of QA inspections. Contractor will also incorporate these activities into the Quality Assurance Surveillance Plan (QASP). The QASP will be developed by the COR, in conjunction with the Contractor, in parallel with the PMP. The final QASP will be developed by the COR and provided to the Contractor within thirty (30) days of receiving the final approved PMP.

### *3.4 Milestone Presentations*

Milestone presentations will be made to the COR in Anchorage or Fort Richardson at the completion of each milestone below to provide in-depth analysis and lessons learned, and to present approaches for completion of future milestones. The Contractor shall, at COR's request, also make milestone presentations to the other project stakeholders, consistent with applicable State and Federal regulations, to show achievement of the performance objectives. This will include participation in annual Installation Action Plan (IAP) meetings, to be held in Anchorage or Fort Richardson, if requested by the COR.

The Contractor may propose a revision of the milestones below to reflect their PMP and provides for interim milestones. Army will accept Interim milestones only if they represent significant progress, a minimum of 60% toward milestone completion. Contractor shall measure and demonstrate completion of these interim steps by providing sufficient documentation to the COR. As noted in Section 2.0, Army will tie interim payments to the successful completion of the following milestones or an interim milestone plan approved by the Army, through the COR. Draft documents, once accepted by the COR, will be considered "significant progress". To that end, all proposed interim milestones shall be associated with easily demonstrated metrics tied to performance measurements (e.g., final acceptance of a report rather than submission of a draft). All milestones must have a defined means, as approved by the COR within 5 days of drafting the means, for demonstrating completion in order to facilitate certification and approval (see Section 5.1).

- Approval of the Project Management Plan
- Approval of final DD for HNS-02
- Approval of final DD for HNS-03
- Approval of final DD for HNS-04
- Approval of DD for HNS-01
- Approval of RIP/RC documentation
- Approval of annual RA(O)/LTM reports
- Approval of regulatory-required remedy review documentation
- Successful correction of deficiencies noted in the regulatory-required remedy reviews.

### 3.5 *Environmental Requirements*

The Contractor shall identify: applicable Federal, State and Local laws and regulations; applicable Installation-specific orders, agreements, or rules; and perform its work in accordance with said authorities. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said authorities. Any incident of noncompliance noted by the Contractor shall immediately (within 24 hours) be brought to the attention of the COR and Installation telephonically and then by written notice. Nothing in this contract shall relieve the Contractor of its requirement to comply with applicable laws and regulations. The Contractor shall obtain all permits, licenses, approvals, and/or certificates required or necessary to accomplish the work. When the work to be performed requires facility clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the COR, prior to any drilling or excavating operations. All permitting, licensing, utility clearance, and etc shall be processed through Army personnel located on Fort Richardson, AK. The Contractor shall coordinate all such work with the COR and Installation maintenance personnel prior to performing work. Contractors on environmental sites are required to perform their own utility checks based on Installation-supplied utility maps. The Contractor shall comply with all Installation or site-specific time and procedural requirements (federal, state, and local) described in the permits obtained. The Army technical experts will also independently review Contractor work to ensure compliance with all applicable requirements.

The Army has established a Standard Operating Procedure and a Geographic Information System (GIS)-based tracking system to ensure the land use restrictions are enforced. The Army has incorporated the Institutional Control (IC) system into the post-wide Master Plan and compliance with ICs is reported in the Annual Monitoring Reports for each site. The IC policy applies to all units and activities, Military and Civilian Support Activities, Tenant Organizations and agencies and Government and Civilian Contractors. Compliance with the IC policy is required in all RA(O), LTM and regulatory-required remedy review activities.

### 3.6 *Protection of Property*

The Contractor shall be responsible for any damage caused to property of the United States (Federal property) by the activities of the Contractor under this contract, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Contractor incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the COR or reimbursement is made by the Contractor sufficient to restore or replace the property to a condition satisfactory to the COR in accordance with FAR Clause 52.245-2.

### 3.7 *Health and Safety Requirements*

The Contractor shall produce and implement a written Safety and Health Program meeting the requirements of the federal, state, and local laws and regulations and approved by the KO. The Contractor shall ensure that its subcontractors, suppliers and

support personnel follow all safety and health provisions established in the approved Site Safety and Health Plan (SSHP). This SSHP will be due within 30 days of contract award. The Army reserves the right to stop work under this contract for any violations of the SSHP at no additional cost to the Army. Once the Army, through the COR/KO, verifies that corrective action has been implemented, the Contractor will be able to continue contract work. As a minimum, the SSHP shall contain the following elements: site description and contaminant characterization, safety and health hazard(s) assessment and risk analysis, safety and health staff organization and requirements, site specific training and medical surveillance parameters, personal protective equipment (PPE) and decontamination facilities and procedures to be used, monitoring and sampling required, safety and health work precautions and procedures, site control measures, on-site first aid and emergency equipment, emergency response plans and contingency procedures (on-site and off-site), logs, reports, and record keeping.

### *3.8 Quality Control Testing*

Contractor will provide Chemical Quality Control whenever sampling or analysis for chemical constituents is required in order to achieve milestones. Quality control for traditional soils or geotechnical testing shall also be included. The Contractor's laboratory(ies) must be ADEC and USEPA qualified. The Contractor may also establish an on-site testing laboratory at the project site if determined necessary by the Contractor; agreed to by the Installation Commander; and the site is approved by the COR. However, this on-site testing shall meet the requirements of USEPA, and any specific state regulator requirements. The Contractor shall also comply with all requirements of the DoD Quality Systems Manual, Version 2. Samples taken for initial investigations and closure require third party QA samples. Routine sampling events do not. Lab must be certified by the Alaska Department of Environmental Conservation (ADEC) State and EPA.

### *3.9 Project Repository and Administrative Record*

The Contractor will update at least monthly a multimedia (*i.e.*, both paper and electronic format) project repository of all project-related information to ensure that pertinent documentation and data are available for project reviews, and to provide a clear record of the PBC approach to support final decisions and remediation completion. This repository is the property of the Army and available to the Army upon request by the COR or KO. The Army currently maintains a project information repository for HNS-001 at the Haines Public Library and at the Fort Richardson Environmental Office. The Army also maintains a project repository for HNS-002, HNS-003, and HNS-004 at the Fort Richardson Environmental Office. Draft documents will be included in the Contractor's project repository. Contractor will add only final documents to the Army's project information repositories at the Haines Public Library and Fort Richardson Environmental Office.

"Project-related information" includes all previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors and subcontractors during their work at the sites specified in this PWS, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this PWS. Documents generated by other contractors prior to the



PBC may not be stored in electronic format; however, all documents generated by the Contractor will be maintained in electronic and paper form.

### *3.10 Army Environmental Database and Environmental Restoration Information System*

Once a site identified in this PWS has achieved Response Complete (*i.e.*, appropriate documentation is finalized), the Contractor will be required to provide the COR with the data and documentation necessary for the removal of each site from the Army Environmental Database - Restoration Module (AEDB-R). In addition, the Contractor will be required to electronically submit all generated analytical data into the Environmental Restoration Information System (ERIS). Information regarding ERIS is available online at <http://aec.army.mil/usaec/reporting/eris00.html>. The Army, through the COR, will provide data specifications for AEDB-R and ERIS to the Contractor. The Contractor shall comply with all applicable requirements for data validation and submission, including the requirements outlined for the Environmental Data Management System (EDMS).

### *3.11 Regulatory Involvement*

The Installation will conduct Regulatory coordination. With the direction and approval of the COR, the Contractor will attend meetings, make presentations, and will provide the necessary support to regulatory involvement activities of the project (*e.g.*, organizing discussions with regulators concerning site response objectives and completion requirements, obtaining regulator comments on site documents and appropriately addressing them, and obtaining written documentation, as necessary, of remediation completion from the regulators for all of the sites identified in this PWS). Meetings are generally held quarterly, oftentimes telephonically. Contractor will generally attend two meetings in Haines with the Army, COR and Regulator, in conjunction with semi-annual Restoration Advisory Board meetings, in Haines, AK. The COR, or other COR designee, will attend and represent the Army at all meetings with the regulators. The Army will be the signature authority for all regulatory agreements and remediation documentation. Contractors will not contact regulators or any other government agency without prior approval of the COR.

### *3.12 Public Involvement*

Installation personnel will manage public involvement activities for any activities covered by this PWS. The Contractor will provide support for public involvement activities, as requested by the COR. Under the direction of the COR, the Contractor will assist Army officials in requesting and addressing all public comments consistent with applicable State and Federal regulations. The COR, or other COR designee, shall attend and represent the Army at all meetings with the public. The Installation has an active Restoration Advisory Board (RAB) and detailed information concerning the RAB's organization and activities will be provided to the selected Contractor, as needed.

### *3.13 Project Stakeholders*

**For the purposes of this PWS, project stakeholders include the Army, ADEC, and the RAB. Table 2 outlines the general level of stakeholder involvement concerning the deliverables required by this PWS. Required level of involvement may differ**

**from site to site and the Contractor will be required to obtain comments with appropriate approval or concurrence on project deliverables consistent with applicable regulatory drivers and agreements for each site.**

<i>Table 2: Required Stakeholder Involvement.</i>			
<b>Project Deliverables</b>			
<b>Project Stakeholder</b>	<b>PMP Document</b>	<b>Milestone Presentations</b>	<b>Project Documents (AAC)</b>
<i>Army</i>	A	A	A
<i>ADEC</i>	C	C	A
<i>RAB/Interested Public</i>			C
<p><i>A: Stakeholders will review and approve of deliverables and may provide comments that must be addressed. The Army technical experts will review comments and forward to the COR for approval. Once approved by the COR, Contractor will incorporate the COR-recommended changes.</i></p> <p><i>C: Stakeholder may provide comments to the Army through the COR on deliverables. All comments will be reviewed and approved by the COR before Contractor modifies deliverables.</i></p>			

### 3.14 Deliverable Requirements

Contractor must produce all documents in at least draft and final versions. The Army, through the COR, will receive initial draft documents and will provide comments to the Contractor within ten (10) business days. Once initial comments are addressed, the Army/COR will review draft documents before submission to ADEC. The Contractor will ensure that review periods are consistent with applicable State and Federal regulations. Contractor will identify all documents as draft until completion of stakeholder coordination, which Contractor will finalize and Army will have signed. Contractor will place one copy of the final, signed document in the project repository.

## 4.0 Expertise and Necessary Personnel

The Contractor shall provide the necessary personnel and equipment to successfully execute this PWS. The Contractor is required to determine the requirements for licensed professionals and certifications.

The Contractor shall furnish all plant, labor, materials and equipment necessary to meet performance objectives. The Contractor shall provide personnel trained as required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of all work. For all work performed under this contract, the Contractor shall also develop and implement quality control measures consistent with all applicable Federal and State regulatory requirements and standards.

## 5.0 Additional Requirements

### 5.1 Certification and Approval of Project Milestones and Deliverables

Certification and approval of project milestones by the COR is necessary before distribution of interim payments. Final acceptance of milestone completion will include appropriate acceptance of site remediation documentation by regulators, consistent with applicable State and Federal regulations and Table 2. For the duration of the contract, the contractor will be required to correct remedy deficiencies noted by RA(O), LTM and regulatory-required remedy reviews.

Certification by the COR/KO is also contingent upon the Contractor performing in accordance with the terms and conditions of the contract for this work, this PWS, and all amendments.

Representatives of the U.S. Army Environmental Center (USAEC) and the Contractor shall meet with the COR at a site and time designated by the COR after receipt of each status report to:

- Formally review the quantity and quality of services;
- Inspect work for compliance with this PWS, the associated Contractor's final proposal, and project documentation;
- Accept or reject milestones and deliverables completed since the previous review; and
- Prepare, approve and submit DD Form 250 "Material Inspection and Receiving Report" for interim payments in accordance with milestone completions and approvals at the USAEC level.

## *5.2 Army Furnished Resources*

The Army, through the COR, shall make available the following resources to the Contractor:

- Records, reports, data, analyses, and information, in their current format (e.g., paper copy, electronic, tape, disks, CDs), to facilitate development of an accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions.
- Access to personnel to conduct interviews on Installation operations and activities.
- Access to DoD and Army policy and guidance documents.
- All Government-furnished property used for remediation purposes at the facility must be maintained by the Contractor in accordance with applicable maintenance requirements, and may not be replaced by the Army should new equipment be required.

## *5.3 Contractor Furnished Resources*

The Contractor will be required to perform the following:

- Coordination with the Army/COR and the Installation in order to get access to the Installation, as required for execution of this PWS and by doing so, will follow the procedures described during the Contractors' meeting at the Installation.
- Coordination with the Army/COR and the Installation in order to gain access to available infrastructure (e.g., buildings, roadways, waste management units, other

Installation facilities) and utilities (e.g., electric power and telephone lines, natural gas and water supply distribution pipelines, and wastewater discharge conveyances), as required for execution of this PWS.

- The provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities. There is no live power at Sears Creek station or Tok Terminal at this time.
- The Contractor will be required to properly dispose of all waste (including hazardous waste) generated under this contract, to include preparation of all documents needed to obtain necessary approval from appropriate authorities. Contractor will accomplish waste disposal in accordance with all applicable federal, state and local regulations and requirements. The COR will review and approve all Contractor plans for disposal, following review for legal sufficiency. The Contractor shall maintain documents of all waste disposal activities and make such records available to the COR.
- Any other necessary resources needed to achieve the performance objectives.
- Contractor will be required to install a perimeter fence and signage around the Sears Creek Station to ensure security of the site. Contractor will supply COR with the combination or key to the site once fence has been constructed. Fence will become government property upon completion of construction.

#### 5.4 *Government Rights*

The Army has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Army owned and are the property of the Army with all rights and privileges of ownership/copyright belonging exclusively to the Army. Contractor cannot use or sell these documents and materials without written permission from the KO. All materials supplied to the Army shall be the sole property of the Army and Contractor cannot use materials for any other purpose. This right does not abrogate any other Army rights under the applicable Data Rights clause(s).

The contractor shall not make available to the news media or publicly disclose any data generated or reviewed under this contract. When approached by the news media, the contractor shall refer them to the Installation COR for response. Project reports and data generated under this contract shall become the property of the government and distribution to any other source by the contractor, unless authorized by the COR, is prohibited.

#### 5.5 *Place of Performance*

Contractor will perform work at the Installation and off-site Contractor offices as agreed to by both parties for proper performance of this task.

#### 5.6 *Privacy and Security*

**In order to ensure the security and orderly running of the Installation, any contractors, consultants, or visitors who wish to gain access to the Installation will need to follow procedures established by the Installation. Due to security restrictions, the Army through the COR will provide details of these and other security procedures at a later date to the Contractor.**

## 5.7 Staffing

**Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the PWS. The PWS defines these personnel as “Key Personnel.” Key personnel include: 1) Project Managers and their designated alternates, and 2) scientists or engineers working in critical project development areas. The contractor shall propose which personnel are “Key”. There is no intent on the part of the Government to require a specific number of key personnel. The Government is looking for the most efficient and effective number of key personnel. The contractor shall provide supporting rationale for why the positions chosen to be “key” were chosen. Resumes of key personnel shall be submitted with the technical and management proposal and the past performance proposal.**

The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (c) and (d) hereof. The Contractor will notify the COR of any changes in key personnel. The change of key personnel is subject to approval by the Contracting Officer, although such approval by the COR will not be unreasonably withheld provided replacement personnel are of the same quality as originally proposed.

If key personnel become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer, in writing. Contractor will replace key personnel within 30 days after Contractor provides notification to the Contracting Officer. The Contractor shall replace key personnel with equally qualified personnel. Contractor will provide resumes for replacements for approval by the Contracting Officer prior to placement.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him/her to approve or disapprove the proposed substitution. The Contracting Officer shall evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

## 5.8 Stop Work Authority

**The Contractor, authorized Installation personnel, and the COR have the authority and requirement to stop work immediately if the work is considered to be a serious threat to the safety or health of workers, other personnel, or to the environment. Authorized Installation personnel include Installation safety officers, Environmental Division personnel, and command personnel with responsibility for overall Installation operations. When Contractor stops work due to a hazard/threat to worker safety, health, or the environment, Contractor must document the situation and resolution and submit to the KO. Contractor must stop work whenever Contractor discovers chemical and biological warfare agents,**

**radiological materials, or MEC. In addition, the KO has the authority to temporarily stop work on a project following a 24-hour (one working day) written notification to the Contractor. The KO's stop work notices can be related to nonconformance to project specifications, lack of performance by the Contractor, financial considerations, funding considerations, or other circumstances outlined in the contract. The KO's stop work notices may also be related to security levels that could prevent access to the Installation during a time of heightened security concerns.**

#### 5.9 *Environmental Responsibility Considerations*

- The Army will retain responsibility for any assessed natural resource damages attributed to historic releases of hazardous substances (prior to contract with selected contractor) and any injuries that are necessary and incidental to the reasonable implementation of a selected response or remedial action. The Contractor will be required to correct any/all additional natural resource injuries and associated Natural Resource Damages claims brought as a result of its actions (e.g. release of hazardous substance or unreasonable disturbance of natural resources as a result of construction activities).
- The Army will retain all responsibility for third party liability for chemical warfare materiel (CWM), MEC, or radiological material that targeted discovered during the course of remediation.
- Response cost claims, property damage and personal injury claims brought due to contamination and hazardous substance releases that have occurred historically (prior to contract with selected Contractor) and are not due to Contractor remediation activities are excluded from Contractor requirements. The Contractor is be required to indemnify the Army for:
- Any response cost claims for any environmental remediation services which the Contractor has assumed responsibility for under this PWS;
- All costs associated with correction of a failure of any remedy implemented or operated and maintained by the Contractor to the extent such failure was caused by the willful or negligent acts or omissions of the Contractor in the course of performing the environmental services;
- All personal injury or property damage claims to the extent caused by the acts or omissions of the Contractor in the course of performing the environmental services;
- All natural resource damages pursuant to 42 U.S.C. Section 9607(a)(4)(C), to the extent that such damages were caused or contributed to by the actions of the Contractor or its successors in interest; and
- All costs associated with or arising from any negligent acts or omissions or willful misconduct of the Contractor in the course of performing the environmental services or implementing remedial actions.

#### 5.10 *Contractor Manpower Reporting*

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>. The required information includes: (1)

Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including sub-contractors), (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."\*

Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data."

## **6.0 Installation and Site Information**

This section will provide the Contractor with general site background information to assist in the Contractor's identification of the specific sites and corresponding documentation/existing reports. The Army believes the information presented below is accurate. However, if there is a conflict between this information and other site documentation (the existing reports), the Contractor is solely required to review all available information and forming their independent, professional conclusions/interpretation of site conditions and requirements to meet the performance objectives. The following information is not intended as a substitute for complete analysis of technical data available. Nor is it intended to be a guide on how the Contractor will address achievement of the performance objectives/standards.

### **6.1 Installation Setting and Status**

Haines-Fairbanks Pipeline runs along Haines (Alaska), the Border (British Columbia), Junction (Yukon), Donjek (Yukon), and Tok (Alaska). The military built the pipeline to supply fuel to military installations in Alaska. The pipeline consisted of an eight-inch



multi-product line with six pumping stations along the Canadian section. A significant portion of the line was installed above ground. The military decommissioned the pipeline in 1972 and a majority of the pipe removed in 1990-1991.

The following provides a description of the current site status for each of the sites identified in this PWS. The information provides the best information at the disposal of the Army, although site conditions may have changed, and it is the responsibility of Contractors to attend the site visit, research, investigate, and reach their own conclusions regarding site conditions.

## 6.2 HNS-01: Haines Terminal

### Site Information

A Preliminary Assessment (PA) completed in 1990 identified leaking underground storage tanks, leaking transformers, three burn pits used for waste fuels and solvent disposal, and potential past use of dioxin-containing herbicides. Two site investigations (SI), completed in 1992 and 1996, identified petroleum contaminants in soil, surface water and groundwater and confirmed off-site migration of petroleum contaminants. In 2001, the Army initiated a permeable sparging trench treatability study to control volatile contaminant migration through a paleochannel identified at the site. The Army expanded the permeable sparging trench system in 2003. Site-wide sampling has been underway since 1995. Initial sampling indicated that contamination was limited to the paleochannel area. However, sampling in 2003 indicated a potentially separate source located under the Manifold Bldg. The Army demolished the building in 2004 and removed the remaining foundation in 2005. Data collected during subsequent investigations identified a paleobasin located under the former Manifold Building. Data indicate that the paleobasin is a separate source area and may not be hydraulically connected to the paleochannel. The Army completed the Tanani Point investigation in 2004 and performed a removal action to excavate contaminated soils. A soil pile with petroleum contaminated cuttings from various areas remains on site and will require disposal.

Geology at the site is complicated due to the presence of fractured bedrock, a paleochannel and a paleobasin in the area. As a result the hydrologic processes at the site are not completely understood but must be thoroughly reviewed, researched, and addressed, for response complete to be agreed upon and achieved. The site includes all areas within the fenced boundary of the Fuel Terminal, the Tanani Point area, and seep areas under and across the road (down gradient from the sparging trench). All of these source areas must be addressed before RIP or RC can be considered for this site.

The soil stockpiles that must be addressed at this site are discussed in the Permeable Sparge Trench Augmentation Installation Report and the Tanani Burn Pit Investigation Report, both listed on the web site. The Contractor is to assume that the combined total of the two soil stockpiles is about 500 cubic yards [small stockpile (from Tanani Point excavations) is about 100 cyds and larger stockpile is about 400 cyds]. TCLP results were never collected and may be required for disposal of the soil.

Most Recent Documentation

- Operation, Maintenance and Monitoring Manual, Haines Fuel Terminal, Haines, AK Feb 2004, CH2M Hill.
- 2004 Annual Monitoring Report, Haines Fuel Terminal, Haines, AK Feb 2005, CH2M Hill.
- Interim Draft Report, CLOSES Evaluation, Haines Fuel Terminal, Haines, AK, June 2003, CH2M Hill.
- Well Installation Report, Haines Fuel Terminal, Haines, AK, December 2004, CH2M Hill.
- Semi-Annual Monitoring Report, Haines Fuel Terminal, January 2005 thru June 2005, CH2MHill.

### 6.3 HNS-02: Haines Pipeline Investigation

Site Information

A PA/SI completed in 1969 determined that petroleum contaminated soil was likely to be located in areas along the pipeline due to historical spills and operations. The formerly used defense sites program (FUDS – operated by the US Army Corps of Engineers) completed a title search for all property along the pipeline corridor. This work identified the Army's portions of the pipeline. It is unknown if petroleum releases have occurred in Army-owned areas along the pipeline. Maps on the website (<http://www.usarak.army.mil/dpw>) identify the portions of pipeline owned by the Army and considered under this RFP. Appendix A, Reference Documents 5, 9 and 17 were written before certain portions of the pipeline were turned over to the FUDS program (approximately 39 total acres). No additional information is known at this time, including which portions of the pipeline are above or below ground. This does not include any pipeline on Fort Wainwright, AK.

Most Recent Documentation

- Alaskan Petroleum Pipeline System, Haines-Fairbanks Division, AS-BLT AA-77-3, US Army Engineering District, 1969.
- Maps and associated Memorandum dated 23 July 2002

### 6.4 HNS-03: Sears Creek Station

Site Information

A PA completed in 1995 determined that petroleum contamination was present in areas along the pipeline due to historical spills and releases during maintenance operations. No additional information is known at this time. The structures located at the site are not scheduled for removal at this time. If, as part of the DD, the Contractor proposes to demolish the structures to affect cleanup, then the Contractor must demonstrate in the DD how removal of the structures would expedite the cleanup process.

Most Recent Documentation

- Sears Creek POL Terminal, Alaska, USAPACHEHEA Project No. 37-91-4102-94, January 1995.

### 6.5 HNS-04: TOK Terminal

### Site Information

A PA/SI completed in 1993 determined further investigation would be required. A limited Remedial Investigation (RI) completed in 2003 indicated that at least two contaminated areas were present at the site: 1) solvent and petroleum contamination in the soil and groundwater at the Generator Bldg area, and 2) high levels of petroleum and lead contamination in the soil at the Oil Rack area. Cleanup should include all areas of the site. The site has not been fully characterized and unknown contaminated areas could exist in uninvestigated parts of the site. A caretaker maintains security of the site.

### Most Recent Documentation

- Tok Fuel Terminal RI Report, TT, May 2004, AK District Corps of Engineers.
- Memorandum, Site Summary and Site Inspection Planning, Tok Fuel Terminal, Tok, AK, March 2002, US Army Corps of Engineers, AK District.
- Old Tok Terminal near Fort Greely, USAPACETHEA Project No. 37-91-4102-93.
- Remedial Action Report, Tok Fuel Terminal Demolition, Tok, AK, May 2004.

## 7.0 Project Deliverables

### ***Prospective Contractors should note:***

- This project deliverables list is subject to change based on an alternative deliverables list proposed by the Contractor and approved by the Army through the COR.
- As noted in Section 3.13, Contractor must produce all documents in at least draft and final versions. This requirement is subject to change based on Contractor negotiations with the Army and regulators and approved by the COR/KO.

*Table 3. Proposed Project Deliverables*

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>PWS Sections</b>
1	Project Management Plan ( <b>applicable to all sites</b> )	3.1, 3.4, 3.12, 3.13
2	Project Management Plan Revisions ( <b>applicable to all sites</b> )	3.1, 3.4, 3.12, 3.13
3	Additional Site Plans ( <b>applicable to all sites</b> )	3.2, 3.4, 3.12, 3.13
4	Status Reports ( <b>applicable to all sites</b> )	3.1, 3.4, 3.12, 3.13
5	Milestone Presentations ( <b>applicable to all sites</b> )	3.4, 3.12, 3.13
6	HNS-02 Documents (RI/FS/DD IAW CERCLA/State Regulations ( <b>applicable to HNS-02</b> ))	3.4, 3.12, 3.13
7	HNS-03 Documents ( RI/FS/DD IAW CERCLA/ State Regulations)) ( <b>applicable to HNS-03</b> )	3.4, 3.12, 3.13
8	HNS-04 Documents ( RI/FS/DD IAW CERCLA/State Regulations ( <b>applicable to HNS-04</b> ))	3.4, 3.12, 3.13
9	HNS-01 Decision Document (IAW CERCLA/State Regulations) ( <b>applicable to HNS-01</b> )	3.4, 3.12, 3.13
10	HNS-01 RIP/RC Documentation ( <b>applicable to HNS-01</b> )	3.4, 3.12, 3.13
11	Annual RA(O) Report(s) ( <b>applicable to HNS-01</b> )	3.4, 3.12, 3.13
12	Optimization OR RA(O) Exit/Ramp-Down Strategy Document(s) ( <b>HNS-01 when RIP achieved</b> )	3.4, 3.12, 3.13
13	Annual LTM Report(s) ( <b>HNS-01 if RC achieved</b> )	3.4, 3.12, 3.13
14	Optimization OR LTM Exit/Ramp-Down Strategy Document(s) ( <b>HNS-01 if RC achieved</b> )	3.4, 3.12, 3.13
15	Annual Remedy Review Documents ( <b>applicable to all sites</b> )	3.4, 3.12, 3.13
16	Documentation of Corrections Completed from Remedy Reviews ( <b>applicable to all sites</b> )	3.4, 3.12, 3.13

## ATTACHMENT A: REFERENCE DOCUMENTS

### **Prospective Contractors should note:**

- These documents are available from the website: <http://www.usarak.army.mil/dpw> Click on “Environmental” and then “Environmental News”
- The Army believes this documentation represents the most recent and appropriate documentation available for the Installation and sites identified in this PWS.

*Table 4. Available Reference Documents*

<b>Title</b>	<b>Author</b>	<b>Date</b>	<b>Site</b>	<b>File Name</b>
1. Operation, Maintenance & Monitoring Manual, Haines Fuel Terminal, Haines, AK	CH2M Hill	Feb-04	HNS-001	HNS OM&M Manual
2. 2004 Annual Monitoring Report, Haines Fuel Terminal, Haines, AK	CH2M Hill	Feb-05	HNS-001	2004 Annual Monitoring Report Haines Fuel Terminal
3. Interim Draft Report, CLOSES Evaluation, Haines Fuel Terminal, Haines, AK	CH2M Hill	Jun-03	HNS-001	draft CLOSES eval hns
4. Well Installation Report, Haines Fuel Terminal, Haines, AK	CH2M Hill	May-05	HNS-001	Well Install Work Plan 5-05
5. Alaska Petroleum Pipeline System, Haines-Fairbanks Division, AS-BLT-AA-77-3	US Army Engineering District	1969	HNS-001, 002, 003, 004	DERP FUDS property hns-fbx pipeline division
6. Sears Creek POL Terminal, Alaska, Project No. 37-91-4102-94	USAPACHEHEA	Jan-95	HNS-003	Sears Creek POL Terminal
7. Final Tok Fuel Terminal Remedial Investigation Report, Tok Terminal, AK	District Corps of Engineers		HNS-004	TOK RI
8. Old Tok Terminal near Fort Greely, Project No. 37-91-4102-93	USAPACETHEA		HNS-004	Old Tok Terminal near FGA
9. General Description of Pipeline Facilities		1968	HNS-001, 002, 003, 004	General Description of Pipeline Facilities
10. Preliminary Investigation of Petroleum Spillage, Haines-Fairbanks Military Pipeline	CRREL	Apr-72	HNS-001, 002, 003, 004	Petroleum Spillage Investigation HNS-FBX Pipeline
11. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 1_1
12. Haines Fuel Terminal	CH2M Hill		HNS-001	HNS Figure 4_2
13. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 1_2
14. Haines Fuel Terminal	CH2M Hill		HNS-001	Figure 4_1
15. Haines Site Plan 2005	CH2M Hill		HNS-001	Haines_Site Plan
16. Report: Evaluation of Source Areas Haines Fuel Terminal	CH2M Hill	Mar-05	HNS-001	Haines Fuel Terminal
17. Revised CH2M Hill Health & Safety Plan				Appendix A
18. Description of Alaskan Military Petroleum Facilities	172D Infantry Brigade (Alaska)	Jan-82	HNS-001, 002, 003, 004	AK Mil Petroleum Facilities Description

19. Remedial Action TOK Terminal Demolition, Tok, AK	HLA/Wilder JV	May-04	HNS-004	RAR TOK
20. DERP-FUDS Memorandum	FUDS	Jul0-02	HNS-02	PIPELINE FUDS
21. Final Tech Memo – HNS Fuel Terminal Tanani Pt Burn Pit RI	BNCI	May-05	HNS-01	179 P0004 Tech Memo_Final
22. Semi-Annual Monitoring Report, Haines Fuel Terminal, January 2005 thru June 2005	CH2MHill	Jul-05	HNS-01	2005 July Semi-Annual Monitoring Report Haines Fuel Terminal
23. Permeable Sparge Trench Augmentation Report Haines Fuel Terminal	CH2MHill	Aug-03	HNS-01	Permeable Sparge Trench Augmentation Installation Report
24. Tank 100 RI Report, Haines Fuel Terminal	CH2MHill	Nov-01	HNS-01	Tank_100_Release_Investigation_Final
<b>25. DRAFT Remedial Action Report, Phase 1, 2002 Field Season, Phase 2, 2003 Field Season</b>	<b>BNCI</b>	<b>Mar-05</b>	<b>HNS-001</b>	<b>Haines_RAR.pdf</b>

## ATTACHMENT B: LIST OF ACRONYMS

AAC	Alaska Administrative Code
ADEC	Alaska Department of Environmental Conservation
AEDB-R	Army Environmental Database - Restoration Module
CAIS	Chemical Agent Identification Sets
CLOSES	Cleanup Operations and Site Exit Strategy
COR	Contracting Officer's Representative
CWM	Chemical Warfare Materiel
DD	Decision Document
DERP	Defense Environmental Restoration Program
DMM	Discarded Military Munitions
DoD	Department of Defense
EDMS	Environmental Data Management System
ERIS	Environmental Restoration Information System
FAR	Federal Acquisition Regulation
FFPR	Firm Fixed Price Remediation
FS	Feasibility Study
GIS	Geographic Information System
IAP	Installation Action Plan
IAW	In accordance with
IC	Institutional Control
KO	Contracting Officer
LTM	Long-Term Management
MEC	Munitions and Explosives of Concern
NPL	National Priorities List
OSHA	Occupational Safety and Health Administration
PBC	Performance-Based Contract/Contracting
PMP	Project Management Plan
PPE	Personal Protective Equipment
PWS	Performance Work Statement

QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
RAB	Restoration Advisory Board
RA(O)	Remedial Action (Operations)
RC	Response Complete
RDX	Royal Demolition eXplosive
RFQ	Request for Quotation
RIP	Remedy In Place
RI	Remedial Investigation
ROD	Record of Decision
SSHP	Site Safety and Health Plan
TNT	Trinitrotoluene
USAEC	United States Army Environmental Center
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
UXO	Unexploded Ordnance

## ATTACHMENT C: DEFINITIONS

*Chemical Warfare Materiel (CWM)*: An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- services nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, Chemical Agent Identification Sets (CAIS) are also considered CWM. CWM does not include: riot control agents, chemical herbicides, smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent.

*CLOSES (Cleanup Operations and Site Exit Strategy)*: CLOSES is an existing format for ramping-down operations and reaching response complete at a site. This format has been agreed to between the Army and State. The CLOSES document is a "living" document and can be revised and changed, but does show the history and path of how decisions were reached in the past. Using the existing CLOSES format and existing draft final document should eliminate some duplication of effort.

*Decision Document*: A general term for documentation of removal or interim remedial action (IRA) and remedial action (RA) decisions undertaken in accordance with CERCLA and the NCP. The term "Decision Document" encompasses RODS and/or Action Memoranda for remedies and removals, and Statements of Basis for RCRA corrective action. In accordance with the NCP, a remedy must be selected and documented in a DD. The DD serves as certification that the Army selected the remedy pursuant to CERCLA Section 104 and followed the process in CERCLA Section 120 and the NCP Section 300.430. See Chapter 6 in the Army Defense Environmental Restoration Program: Management Guidance for Active Installations, November 2004 (U.S. Army Environmental Center's web site: <http://aec.army.mil/usaec/cleanup/guidance00.html>).

Specific to the sites requiring action in this solicitation, the Decision Document (DD) will not exceed ten pages and will be summary in nature. References will be made to complete documents when cited in the DD. It will serve the same substantive purpose as outlined in the NCP for similar documents, which purpose is to describe the action being taken, or recommended, and summarize the rationale behind the decision to take that action.

The Decision Document will clearly state the specific problem at which the recommended action is directed, and summarize the nature, extent, and associated risks of the site's contamination. It will also cite the primary laws and regulations that impact the action, which may mandate that certain cleanup goals be achieved. Sufficient site description and general background information should be detailed to provide a context in which to evaluate the technical information and recommendations presented in the document.

The DD will discuss the specific goals of the recommended action (and why they are reasonable, proper and responsible), followed by a description of the action, its nature, scope and principal components. A summary discussion of other actions that were considered will also be included, along with an analysis of the relative advantages and disadvantages and estimated cost ranges of each (including the alternative chosen). Finally, a summary of the overall rationale for selecting the recommend action will be provided. This summary will clearly state that the Army considers the alternative to be cost-effective and protective of the environment.



See also OSWER's "Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents," July 1999.

*Deliverables:* Documentation or data that support the completion of milestones or achievement of the performance objectives identified in this PWS.

*Duration of the contract:* The total period of performance to include option periods, if exercised.

*Feasibility Study (FS):* The FS is the mechanism for the development, screening, and detailed evaluation of alternative remedial actions based on the results of the RI.

The RI and FS are generally conducted concurrently - data collected in the RI influence the development of remedial alternatives in the FS, which in turn affect the data needs and scope of treatability studies and additional field investigations. This phased approach encourages the continual scoping of the site characterization effort, which minimizes the collection of unnecessary data and maximizes data quality.

See OWSWER's Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final" (October 1988).

*Long-Term Management (LTM):* The remedial phase including maintenance, monitoring, record keeping, remedy reviews, etc. initiated after response (removal or remedial) objectives have been met (i.e., after Response Complete).

*Milestones:* Significant events or activities that occur in the course of the Contractor achieving the performance objectives identified in this PWS.

*Munitions and Explosives of Concern (MEC):* This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710 (e) (9); Discarded Military Munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or Explosive munitions constituents (e.g., Trinitrotoluene (TNT), Royal Demolition eXplosive (RDX)) present in high enough concentrations to pose an explosive hazard.

*PMP Documents:* The original PMP (including project schedule), revisions, and status reports.

*Project Documents (AAC):* Documentation and data required by state-regulated remediation and RA(O) and/or LTM activities. These documents include the additional site plans referenced in Section 3.2.

*Project-related information:* All previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors and subcontractors during their work at the sites specified in this PWS, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this PWS.

*Remedial Action (Operations) (RA(O)):* The remedial phase during which the remedy is in place and operating to achieve the cleanup objective identified in the Record of Decision (ROD) or other formal decision document. Any system operation (long-term operations) or monitoring (long-term monitoring) requirements during this time are considered RA(O).

*Remedial Investigation (RI):* An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify

preliminary alternatives for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done along with a feasibility study. Together they are usually referred to as the "RI/FS".

The remedial investigation serves as the mechanism for collecting data to:

- characterize site conditions;
- determine the nature of the waste;
- assess risk to human health and the environment; and
- conduct treatability testing to evaluate the potential performance and cost of the treatment technologies that are being considered.

See OWSWER's Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final" (October 1988).

*Remedy In Place (RIP):* A final remedial action has been constructed and implemented and is operating as planned in the remedial design. An example of a remedy in place is a pump-and-treat system that is in place, operating as designed, and will continue to operate until cleanup levels have been attained. Because operation of the remedy is ongoing, the site cannot be considered Response Complete.

*Resource-loaded Schedule:* A schedule of due dates and cost expenditure percentages for all milestones and payable deliverables.

*Response Complete (RC):* The remedy is in place and required RA(O) is complete if there is no RA(O) phase, then the remedial action–construction end date will also be the RC date. If no remedial action is required at a site (based on agreement with the Army and appropriate regulators), documentation of "No Further Action" will constitute Response Complete. Consistent with CERCLA, the Defense Environmental Restoration Program, and applicable Executive Orders and regulations, environmental response activities under the Installation Restoration program categories shall be considered "response complete" when all the response objectives identified in an appropriately signed ROD or other formal decision document have been achieved and documented.

If environmental restoration activities allow for *unrestricted* use of the property, response complete is when there is verification of the achievement of the response objectives detailed in the ROD or other formal decision document.

If environmental restoration activities *do not allow for unrestricted* use of the property, response complete occurs when: 1) there is verification of the achievement of the response objectives detailed in the ROD or other formal decision document; and 2) at least one subsequent review to ensure that the response action has remained effective and continues to be protective of human health and the environment as defined by the response objectives detailed in the ROD or other formal decision document has occurred; and 3) at least five years have elapsed.

**PROPOSAL INSTRUCTIONS****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****1. Proposal Submission.**

A. The proposal shall be mailed (including U.S. Postal Service Express Mail-Next Day Service-Post Office to Addressee) to the Regional Contracting Office-Alaska, P.O. Box 5-525, Fort Richardson, Alaska 99505-0525, or hand-carried to the Directorate of Contracting, Building 600, 2<sup>nd</sup> Floor, NE Wing, Fort Richardson. Bids/Proposals delivered by courier service (e.g. DHL, Federal Express, etc.) are considered as hand-carried bids/proposals and must be addressed to Building 600, 2<sup>nd</sup> Floor, NE Wing, Fort Richardson, Alaska 99505. The sealed envelope shall reflect bidder's name and address in the upper left hand corner. The solicitation number, hour, and date of opening/closing shall be placed in the lower left hand corner. Telegraphic bids/proposals are not authorized.

B. Facsimile bids/proposals are not an authorized means of transmission; however, acknowledgment of amendments to solicitations or any adjustment to bid/proposal is authorized to be sent by facsimile.

FAX: (907) 384-7112

FAX MODEL: Canon Laser Class 710

The Government is not responsible for any failure attributable to transmission or receipt of a facsimile message, including the following:

- Receipt of a garbled or incomplete message.
- Availability or the condition of the receiving equipment.
- Incompatibility between sending and receiving equipment.
- Delay in transmission or receipt of a message.
- Security of information in the message

The Government must receive acknowledgments to solicitations or adjustments to bids/proposals by the time and at the place specified for receipt of proposals.

**C. Page Limitation for Proposal**

- Page limit for each volume: Technical Proposal, 100 pages; Past Performance/Past Experience, 75 pages; Price, 30 pages
- Page Limit **does not include**: Tabbed proposal dividers or section dividers for VOLUME 1 - TAB 1A, TAB 1B, TAB 1C, TAB 1D, TAB 1E, 1F; VOLUME 2 - TAB 2A, TAB 2B; VOLUME 3 - TAB 3A, TAB 3B (tab dividers are not included), covers for volumes, tables of contents, milestone schedules (milestone schedules may be printed on a page larger than 8 ½" x 11"), indices, title pages, cross reference indices, section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted. All text shall be single spaced and printed black on white paper (black and white requirement does not apply to graphics, photos, etc). Printing shall be 12-pitch type or 10 point proportional spacing. A page shall be a standard 8½" X 11" sheet of paper (minimum of ½" margins). The use of the front and back of a sheet of paper shall equal two (2) pages. Letter size and spacing requirements for illustrations and tables can be at the

discretion of the offeror but must be easily readable. The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

## **2. Instructions for Preparation of Technical, Past Performance/Past Experience, and Price Proposals**

In order to provide all information necessary for a comprehensive evaluation and price analysis, all Offerors shall furnish a written proposal with the minimum content as specified herein. Proposals without the minimum content may be rejected. Proposals shall be clearly and concisely written as well as being neat and logically assembled. All pages of each part shall be appropriately numbered and identified with the date of preparation and the RFP number. Offerors shall submit proposals in four separate volumes with tabbed sections in an original plus three (3) copies as follows:

### **Evaluation Factors**

**Specific Evaluation Criteria, by Subfactor**  
**Proposals will be evaluated on the following factors:**

#### **A. VOLUME 1: TECHNICAL PROPOSAL**

1) The technical proposal should be sufficiently specific, detailed and complete to clearly and fully demonstrate your understanding of the proposed work. Your proposed method and approach should be sufficient to attain contract objectives to achieve a quality product. The technical approach shall be such as to enable Government personnel with general training to make a thorough and complete evaluation and arrive at a sound determination as to whether the supplies/services proposed will satisfy the stated requirements of the Government.

2) The technical proposal shall demonstrate that the offeror has an effective quality control system including in-process inspection techniques to attain the level of performance required by the solicitation.

3) The technical proposal shall include the information concerning the experience the offeror has had in the performance of Government or other contracts for similar services of the variety and magnitude set forth in this solicitation. The information should include data as to the scope of work required under such contracts, the term of said contracts, number and types of personnel furnished, the procuring agencies contracted with, contract numbers, and any other applicable information.

4) Statements that the offeror understands, can or comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be used" or any other applicable information will not be acceptable.

5) No pricing information shall be included in the technical proposal.

### **Subfactor 1A: Technical Approach**

**Proposal clearly articulates the final remediation objective (RIP/RC or DD) that will be accomplished by the contractor during the contract period, for each site identified in the PWS. For HNS-001, proposal will clearly demonstrate how RIP or RC**

will be achieved for ALL source areas at the site. Proposal will clearly identify strategies and objectives for each individual source area within HNS-001.

Proposal clearly describes technical approach, risks and contingencies for each site identified in the PWS, including means for achievement of RIP, RC or DD and long-term monitoring/long-term operations (LTM/LTO). Rationale is provided indicating why the proposed approach is feasible and what processes were utilized to reach that decision. Proposal should clearly state contingencies considered for off-site migration potential or issues.

Proposal provides a site-wide perspective/strategy for achieving the performance objectives identified in the PWS (including possibly grouping sites for management/ mobilization/ reporting purposes).

For any site included in the PWS where the Contractor's selected remedy requires LTM/LTO (i.e., the proposal is for RIP versus RC, not DD), proposal demonstrates how the proposed approach *will meet the requirements* of the Army when compared to achieving Response Complete [Note: Proposal can include either cost and/or technical argument. This should include assumptions used to develop net present worth analysis or other trade-off analysis the offeror uses to demonstrate acceptability.]

For all LTM/LTO sites included in the PWS, proposal provides for development of ramp down and/or exit strategy for activities required at that site, including specific means for achieving eventual closeout, if appropriate. This includes sites already in LTM/LTO, as well as sites requiring LTM/LTO after performance objective has been achieved.

For any site included in the PWS where waste remains in place, proposal provides for conducting of the appropriate number of remedy reviews that will be required for the duration of the contract. In addition, offeror clearly demonstrates understanding that they are responsible for correcting any deficiencies noted during the reviews.

Proposal includes description of specific plans required in the PWS; potentially to include 1) sampling and analysis plan, 2) quality assurance project plan, 3) waste minimization plan, 4) health and safety plan, 5) records management plan, 6) investigation derived waste plan and 7) data management plan.

#### **Subfactor 1B: Management Plan**

Proposal describes management approach to accomplish the proposed technical approach and schedule.

Proposal describes a means of interacting with Installation, Army, and Alaska Department of Environmental Conservation (ADEC) that preserves their legal and program obligations, including innovative approaches to working with ADEC. Contractor must go through the Army prior to any interaction with regulators; means of interacting should reflect same.

Proposal clearly delineates lines of authority between key personnel, as identified by Contractor in proposal, project staff, subcontractors, and the Installation COR.

Proposal identifies how milestones will achieve approval during the course of the contract and that the basis for those decisions (e.g., low cost, regulator preference, etc) is in the Army's best interest. COR must approve these decisions prior to implementation.

#### **Subfactor 1C: Project Schedule**

Proposal provides a detailed schedule that clearly identifies milestones for all sites specified in the PWS, including any revisions to the PWS milestones and the justification/basis for these revisions.

Proposed schedule clearly shows required review and comment periods by PWS site per all regulatory agreements, including public comment and assumptions that affect/drive the schedule.

Proposed schedule allows achievement of performance objectives within the time designated, and identifies any critical path items that may affect ability to meet the schedule.

#### **Subfactor 1D: Key Personnel**

Proposal identifies key personnel for the project. Resumes are provided for all key personnel.

The designations (degree, certifications/licenses, relevant experience) and qualifications of the key personnel are adequate to support the effort of the PWS.

Proposal clearly defines roles and responsibilities for all key personnel.

#### **Subfactor 1E: Project Staffing**

Proposal demonstrates means for conducting work in an effective and efficient manner with staffing that will meet the schedule requirements.

If applicable, proposal demonstrates a means of effectively managing and overseeing subcontractors, including correcting deficiencies. In addition, subcontractor or pool of subcontractors are identified by name for specific specialty areas (such as laboratory analysis).

#### **Subfactor 1F: Notice of Violations/Letters of Deficiency**

The contractor shall address Notices of Violation/Letters of Deficiency in its proposal.

The contractor shall certify in writing at time of offer submission that he/she is the Prime contractor and neither they nor their Subcontractors have any outstanding Notices of Violation (NOV's), and that no outstanding NOV's exist issued on the basis of contractor conducted work, from any State or Federal Regulatory Agency. The contractor shall provide copies of past NOV's received from any regulatory agency within the last three (3) years. The Contractor's failure to provide this information with proposal submission will render the offer unacceptable, and it will no longer be considered for award. The Contractor shall provide information on Letters of Deficiency and corrective action taken to resolve deficiency(s).

### **B. VOLUME 2: PAST PERFORMANCE/PAST EXPERIENCE PROPOSAL**

#### **Subfactor 2A: Relevant Corporate Experience and Capability**

**Within the past three (3) years:**

The Offeror's proposal shall:

Demonstrate corporate experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead.

Demonstrate corporate experience with environmental remediation projects in Alaska, including achieving remedy in place (RIP) and response complete (RC); developing and implementing a successful optimization program or exit/ramp down strategy for LTM/LTO activities; and preparing remedy review documentation.

Demonstrate corporate experience in the above capabilities at any DoD installations/sites.

Demonstrate which of the above projects were specific to the past three years only.

**Subfactor 2B: Relevant Personnel Experience and Capability**

**Within the past three (3) years:**

The Offeror's proposal shall:

Demonstrate personnel experience with, and qualifications to perform, project management; quality assurance and control; health and safety oversight; site assessment and remediation; and site monitoring and closeout.

Demonstrate personnel experience in conducting remediation and LTM/LTO for soil and groundwater contamination; including sites contaminated with petroleum/oil/lubricants (POL), solvents, and lead.

Demonstrate personnel experience with environmental remediation projects in Alaska, including achieving remedy in place (RIP) and response complete (RC); developing and implementing a successful program or exit/ramp down strategy for LTM/LTO activities; and preparing remedy review documentation.

Demonstrate personnel experience in the above capabilities at any DoD installations/sites.

Demonstrate which of the above projects were specific to the past three years only.

**Subfactor 2C: Past Performance**

**Within the past three (3) years:**

This subfactor shall consist of two (2) parts - the narrative and Past Performance Questionnaires. Proposal shall clearly demonstrate which of the above projects were specific to the past three years only.

(1) Past Performance Narrative. The offeror shall include relevant past experience history as it directly relates to the work being procured under the RFP. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The submittal shall include rationale on how the offeror determined that the work cited was considered the same or similar in nature, size, and complexity to the work specified in this RFP. The offeror shall discuss how the work cited demonstrates a capability to perform the work specified in the RFP. While Government contracts are preferred, non-Government contracts may be used. The following information shall be provided on all contracts relevant to this RFP: -Contract Number and type (i.e. FFP, Cost Reimbursement, IDIQ, etc), -Award Date/Completion Date/Contract type.-Price/Cost - original/awarded AND final (or projected final, if contract is current).-Delivery Schedule - original AND final (or projected final, if the contract is current).-Address and telephone number for the Point of Contact .-Name, telephone number, fax number and e-mail address for the Point of Contact-A copy of any cure notices/show cause letters received and outline of the corrective action-Documentation concerning any Termination for Default actions.

(2) Questionnaire. The Past Performance Questionnaire provided as an attachment to this section of the RFP shall be used to collect the offeror's Past Performance history. This questionnaire shall be forwarded to a minimum of three (3) agencies/companies for which the offeror has performed similar services within the past 3 years. The offeror shall inform each evaluator that the Regional Contracting Office – Alaska (RCO-AK), at Fort Richardson, Alaska, shall use their response in the evaluation of Past Performance for solicitation W912CZ-06-R-0005. The evaluating agency must submit the questionnaire directly to RCO-AK by mail, electronic mail or facsimile transmission. No submittals, mailed, e-mailed, or faxed by the offeror will be accepted for evaluation. Confirmation that the transmission came from the evaluating agency must be obtainable. It is totally the offeror's responsibility to verify completion and submittal of the forms with the agencies/companies to which they provided the questionnaire.

Mail transmittal. The completed questionnaire shall be returned to:  
Regional Contracting Office-Alaska  
P.O. Box 5-525  
Fort Richardson, Alaska 99505-0525

Electronic mail transmittals. The completed questionnaire may be e-mailed to:  
[michelle.mandel@richardson.army.mil](mailto:michelle.mandel@richardson.army.mil)

Faxed transmittals. The completed questionnaire may be submitted to:  
RCO-AK  
ATTN: W912CZ-06-R-0005 (Michelle Mandel)  
(907) 384-7112,

**Subfactor 2D: Past Performance with Federal/State/Local Regulators**  
**Within the past three (3) years:**

Proposal shall clearly demonstrate which of the above projects were specific to the past three years only.

**The offeror shall include relevant past performance with local, State and Federal regulators. They shall include information of the extent of their interaction and procedures followed. The offeror shall provide Regulator information - Point of Contact, title, address, telephone number and e-mail address for all contracts which required interaction with regulators (Federal/State/Local).**

**C. VOLUME 3: PRICE PROPOSAL**

Prices for items requested shall be included in the price Schedule of the solicitation. **Attachment II entitled "Pricing Worksheet" must be completed and submitted with your proposal.**

**Subfactor 3A: Completeness**

**To be complete, the offeror must provide all data that is necessary to support the quote. The Government will assess the extent to which the price proposal complies with the content and format requirements set forth in this solicitation and exhibits traceability of estimates. Cost proposal and breakdown should**



**clearly be identifiable with the corresponding elements of the technical approach (i.e., match tasks to cost proposal table).**

**Subfactor 3B: Reasonableness**

**The offeror's proposed price factors will be evaluated to determine if any are unreasonably high or low in relation to the offeror's technical approaches and in comparison to the independent government cost estimate.**

(End of Summary of Changes)